

Exhibit 1

EXECUTION VERSION

LOAN AND SECURITY AGREEMENT

Dated as of May 7, 2021

by and among

the Borrowers from time to time party hereto

And

the Lenders from time to time party hereto

And

LEADENHALL CAPITAL PARTNERS LLP,
as the Administrative Agent

And

LEADENHALL LIFE INSURANCE LINKED INVESTMENTS FUND PLC,
as the initial Collateral Agent

And

the Servicers from time to time party hereto

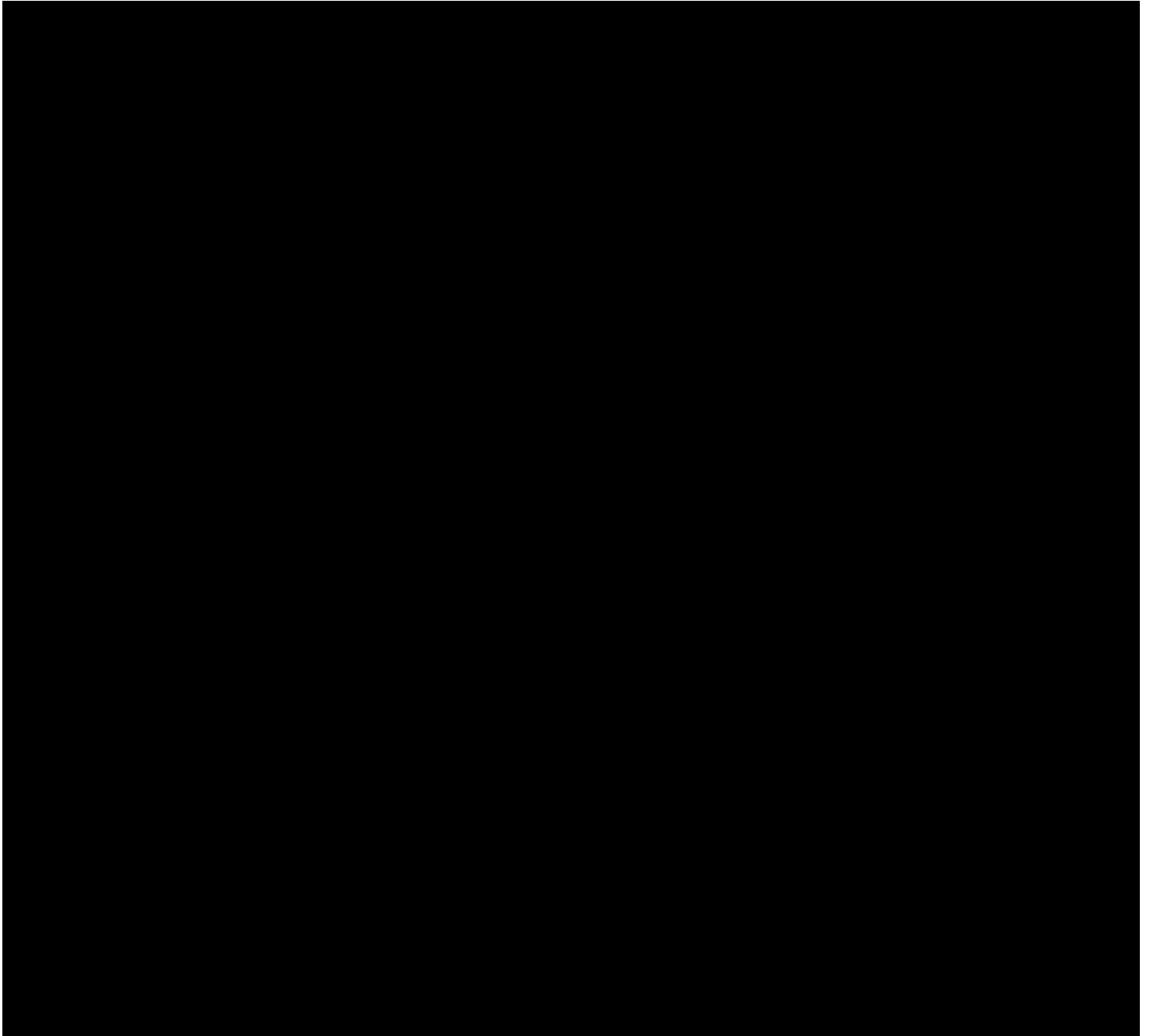
And

the Sellers party hereto from time to time

LOAN AND SECURITY AGREEMENT

Dated as of May 7, 2021

The Borrowers (as defined below) from time to time party hereto, the Lenders (as hereinafter defined) from time to time party hereto, LEADENHALL CAPITAL PARTNERS, LLP, as administrative agent (the “Administrative Agent”) for the Lenders, the Collateral Agent for the Lenders, the Servicers from time to time party hereto, and the Sellers from time to time party hereto, agree as follows:



applicable law or regulation or by any court, regulatory body or agency having jurisdiction over such party and (v) to the respective officers, directors, employees, accountants and advisors of each of the parties referred to in clause (ii) above; and provided further that such party shall have no obligation of confidentiality in respect of any information which may be generally available to the public or becomes available to the public (including by a third party) through no fault of such party.

(b) Each Lender and the Administrative Agent agrees to maintain the confidentiality of all information with respect to the Borrowers, the Lottery Holding SPVs, the Sellers, the Servicers or the Receivables (including the Compliance Reports) furnished or delivered to it pursuant to this Agreement and all information with respect to this Agreement; provided that such information may be disclosed (i) to potential and current funds under management and advisory and managed account clients and their respective administrators and advisors, (ii) to such party's legal counsel and auditors and to such party's assignees and participants and potential assignees and participants and their respective counsel if they agree to hold it confidential, (iii) in connection with any litigation with the Borrowers, the Lottery Holding SPVs, the Servicers or the Sellers, (iv) to the extent required by applicable law or regulation or by any court, regulatory body or agency having jurisdiction over such party and (v) to the respective officers, directors, employees, accountants and advisors of each of the parties referred to in clause (ii) above; and provided further that such party shall have no obligation of confidentiality in respect of any information which may be generally available to the public or becomes available to the public (including by a third party) through no fault of such party.

Section 10.06 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO ITS CONFLICT OF LAWS PROVISIONS (OTHER THAN §§5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW)).

Section 10.07 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 10.08 Termination; Survival. The provisions of Sections 6.06, 9.01, 10.04, 10.05, 10.06, 10.09 and 10.12 shall survive any termination of this Agreement. This Agreement shall terminate on the first day after the Commitment Termination Date on which all Obligations due and owing to the Administrative Agent and the Lenders hereunder and under the Transaction Documents have been paid in full.

Section 10.09 CONSENT TO JURISDICTION.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN

SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT THEY MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. EACH OF THE BORROWERS AND LOTTERY HOLDING SPVS HEREBY IRREVOCABLY APPOINTS THE RELATED SELLER (EACH, A “BORROWER PROCESS AGENT”), EACH WITH AN OFFICE ON THE DATE HEREOF AT 600 BRICKELL AVE, SUITE 1638, MIAMI, FLORIDA 33131, AS ITS AGENT TO RECEIVE, ON BEHALF OF SUCH BORROWER OR LOTTERY HOLDING SPV, AND ITS RESPECTIVE PROPERTY, SERVICE OF COPIES OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS WHICH MAY BE SERVED IN ANY SUCH ACTION OR PROCEEDING. SUCH SERVICE MAY BE MADE BY MAILING OR DELIVERING A COPY OF SUCH PROCESS TO THE APPLICABLE BORROWER OR LOTTERY HOLDING SPV IN CARE OF THE RELATED BORROWER PROCESS AGENT AT SUCH BORROWER PROCESS AGENT’S ABOVE ADDRESS, AND EACH BORROWER AND LOTTERY SPV IRREVOCABLY AUTHORIZES AND DIRECTS THE RELATED BORROWER PROCESS AGENT TO ACCEPT SUCH SERVICE ON ITS BEHALF. EACH OF THE LENDERS AND THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY APPOINTS LAW DEBENTURE CORP. (THE “LEADENHALL PROCESS AGENT”), WITH AN OFFICE ON THE DATE HEREOF AT 400 MADISON AVE #4D, NEW YORK, NY 10017, AS ITS AGENT TO RECEIVE, ON BEHALF OF THE LENDERS, THE ADMINISTRATIVE AGENT AND THEIR RESPECTIVE PROPERTY, SERVICE OF COPIES OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS WHICH MAY BE SERVED IN ANY SUCH ACTION OR PROCEEDING. THE ADMINISTRATIVE AGENT MAY APPOINT ANOTHER AGENT TO RECEIVE, ON BEHALF OF THE LENDERS, THE ADMINISTRATIVE AGENT AND THEIR PROPERTY (IN EACH CASE, THE “SUCCESSOR LEADENHALL PROCESS AGENT”), SERVICE OF COPIES OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS WHICH MAY BE SERVED IN ANY SUCH ACTION OR PROCEEDING AT ANY TIME WITH PRIOR WRITTEN NOTICE TO THE BORROWERS AND THE SERVICERS. SUCH SERVICE MAY BE MADE BY MAILING OR DELIVERING A COPY OF SUCH PROCESS TO THE LENDERS AND THE ADMINISTRATIVE AGENT IN CARE OF THE LEADENHALL PROCESS AGENT AT THE LEADENHALL PROCESS AGENT’S ABOVE ADDRESS OR IF APPLICABLE, TO THE SUCCESSOR LEADENHALL PROCESS AGENT AT THE SUCCESSOR LEADENHALL PROCESS AGENT’S ADDRESS INDICATED IN THE NOTICE OF THE APPOINTMENT OF SUCH SUCCESSOR, AND EACH OF THE LENDERS AND THE ADMINISTRATIVE AGENT HEREBY IRREVOCABLY AUTHORIZES AND DIRECTS THE LEADENHALL PROCESS AGENT OR IF APPLICABLE, THE SUCCESSOR LEADENHALL PROCESS AGENT TO ACCEPT SUCH SERVICE ON ITS BEHALF. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) EACH BORROWER, EACH SERVICER, EACH SELLER, EACH LENDER AND THE ADMINISTRATIVE AGENT CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO IT AT ITS ADDRESS SPECIFIED IN SECTION 10.02.

NOTHING IN THIS SECTION 10.09 SHALL AFFECT THE RIGHT OF ANY LENDER, THE ADMINISTRATIVE AGENT, ANY BORROWER, ANY SERVICER OR ANY SELLER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(c) TO THE EXTENT THAT ANY BORROWER HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, SUCH BORROWER HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT.

Section 10.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED OR DELIVERED PURSUANT HERETO.

Section 10.11 USA Patriot Act. Each Lender hereby notifies each Borrower that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies such Borrower, which information includes the name and address of each Borrower and other information that will allow such Lender to identify such Borrower in accordance with its requirements. The Borrowers shall promptly, following a request by the Administrative Agent or any Lender provide all documentation and other information that the Administrative Agent or such Lender reasonably requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the USA Patriot Act.

Section 10.12 Leadenhall as Administrative Agent. It is expressly understood and agreed by the parties hereto that (i) this Agreement is executed by Leadenhall Capital Partners LLP, not in its individual capacity but solely as agent on behalf of the Lenders, (ii) in no event shall Leadenhall Capital Partners LLP, in its individual capacity have any liability for the representations, warranties, covenants, agreements or other obligations of the Lenders hereunder, and (iii) except as expressly set forth herein, in no event shall Leadenhall Capital Partners LLP have any obligation to perform any of the obligations and covenants of the Lenders under this Agreement or any other Transaction Document.

Section 10.13 Joinder.

(a) At any time, at the sole discretion of the Administrative Agent, the Administrative Agent may enter into a Joinder Agreement with one or more Joining Borrowers, Joining Servicers, Joining Sellers or Joining Lenders. Such Joinder Agreement shall set forth the terms on which such parties may join this Agreement and may, with the consent of the Administrative Agent, amend any terms in this Agreement, solely with respect to such joining

IN WITNESS WHEREOF, the parties have caused this Loan and Security Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BORROWERS:

SPLCSS III LLC

DocuSigned by:
By: Steven W. Pasko
Name: Steven W. Pasko
Title: President

SIGNAL SML 4 LLC

DocuSigned by:
By: Steven W. Pasko
Name: Steven W. Pasko
Title: President

INSURETY AGENCY SERVICES LLC

DocuSigned by:
By: John Richard Zirkelbach
Name: John R. Zirkelbach
Title: Authorized Signatory

DORCHESTER RECEIVABLES II LLC

DocuSigned by:
By: Steven W. Pasko
Name: Steven W. Pasko
Title: President

SERVICERS:

SUTTONPARK SERVICING LLC

DocuSigned by:
By: Steven W. Pasko
Name: Steven W. Pasko
Title: Chief Executive Officer

SIGNAL SERVICING LLC

DocuSigned by:
By: Steven W. Pasko
Name: Steven W. Pasko
Title: Chief Executive Office

INSURETY SERVICING LLC

DocuSigned by:
By: Steven W. Pasko
Name: Steven W. Pasko
Title: Authorized Signatory

SELLERS:

SUTTONPARK CAPITAL LLC

DocuSigned by:

By: Steven W. Pasko

Name: Steven W. Pasko

Title: Chief Executive Officer

SIGNAL MEDICAL RECEIVABLES LLC

DocuSigned by:

By: Steven W. Pasko

Name: Steven W. Pasko

Title: Chief Executive Officer

INSURETY CAPITAL LLC

DocuSigned by:


By: Robert Gray

Name: Robert Gray

Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

LEADENHALL CAPITAL PARTNERS LLP


By: 

Name: Craig Gillespie

Title: Head Of Life & Alternative Credit Portfolio Management

COLLATERAL AGENT:

For and on behalf of LEADENHALL LIFE
INSURANCE LINKED INVESTMENTS
FUND PLC by its agent Leadenhall Capital
Partners LLP


By: 

Name: Craig Gillespie


Title: Head Of Life & Alternative Credit Portfolio Management

LENDERS IN SPLCSS LENDER
GROUP:


For and on behalf of LEADENHALL LIFE
INSURANCE LINKED INVESTMENTS
FUND PLC by its agent Leadenhall Capital
Partners LLP

By: 
Name: Craig Gillespie
Title: Head Of Life & Alternative Credit Portfolio Management


For and on behalf of LEADENHALL
CIMETTA INSURANCE LINKED
INVESTMENTS FUND ICAV by its agent
Leadenhall Capital Partners LLP

By: 
Name: Craig Gillespie
Title: Head Of Life & Alternative Credit Portfolio Management


For and on behalf of LEADENHALL
DIVERSIFIED INSURANCE LINKED
INVESTMENTS FUND PLC by its agent
Leadenhall Capital Partners LLP

By: 
Name: Craig Gillespie
Title: Head Of Life & Alternative Credit Portfolio Management


For and on behalf of LEADENHALL LIFE II
DAC by its agent Leadenhall Capital Partners
LLP

By: 
Name: Craig Gillespie
Title: Head Of Life & Alternative Credit Portfolio Management


For and on behalf of LEADENHALL LIFE
SMA III ICAV by its agent Leadenhall Capital
Partners LLP

By: 
Name: Craig Gillespie
Title: Head Of Life & Alternative Credit Portfolio Management

For and on behalf of NATWEST PENSION
TRUSTEES LIMITED, as trustee for THE
NATWEST GROUP PENSION FUND by its
agent Leadenhall Capital Partners LLP


By: 
Name: Craig Gillespie
Title: Head Of Life & Alternative Credit Portfolio Management

For and on behalf of SITKA ICAV by its agent
Leadenhall Capital Partners LLP


By: 
Name: Craig Gillespie
Title: Head Of Life & Alternative Credit Portfolio Management

LENDERS IN SIGNAL LENDER
GROUP:


For and on behalf of LEADENHALL LIFE
INSURANCE LINKED INVESTMENTS
FUND PLC by its agent Leadenhall Capital
Partners LLP

By: 
Name: Craig Gillespie
Title: Head Of Life & Alternative Credit Portfolio Management


For and on behalf of LEADENHALL
CIMETTA INSURANCE LINKED
INVESTMENTS FUND ICAV by its agent
Leadenhall Capital Partners LLP

By: 
Name: Craig Gillespie
Title: Head Of Life & Alternative Credit Portfolio Management

For and on behalf of LEADENHALL
DIVERSIFIED INSURANCE LINKED
INVESTMENTS FUND PLC by its agent
Leadenhall Capital Partners LLP


By: 
Name: Craig Gillespie
Title: Head Of Life & Alternative Credit Portfolio Management

For and on behalf of LEADENHALL SMA III
ICAV by its agent Leadenhall Capital Partners
LLP


By: 
Name: Craig Gillespie
Title: Head Of Life & Alternative Credit Portfolio Management

LENDERS IN INSURETY
LENDER GROUP:


For and on behalf of LEADENHALL LIFE
INSURANCE LINKED INVESTMENTS
FUND PLC by its agent Leadenhall Capital
Partners LLP

By: 
Name: Craig Gillespie
Title: Head of Life & Alternative Credit Portfolio Management


For and on behalf of LEADENHALL LIFE II
DAC by its agent Leadenhall Capital Partners
LLP

By: 
Name: Craig Gillespie
Title: Head of Life & Alternative Credit Portfolio Management

For and on behalf of LEADENHALL LIFE
SMA III ICAV by its agent Leadenhall Capital
Partners LLP

By: 
Name: Craig Gillespie
Title: Head of Life & Alternative Credit Portfolio Management

For and on behalf of LEADENHALL
CIMETTA INSURANCE LINKED
INVESTMENTS ICAV by its agent
Leadenhall Capital Partners LLP

By: 
Name: Craig Gillespie
Title: Head of Life & Alternative Credit Portfolio Management

For and on behalf of LEADENHALL
DIVERSIFIED INSURANCE LINKED
INVESTMENTS FUND by its agent
Leadenhall Capital Partners LLP

By: _____

Name: Craig Gillespie

Title: Head of Life & Alternative Credit Portfolio Management

LENDERS IN DORCHESTER
LENDER GROUP:

For and on behalf of NATWEST PENSION
TRUSTEES LIMITED, as trustee for THE
NATWEST GROUP PENSION FUND by its
agent Leadenhall Capital Partners LLP

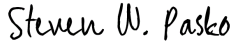
By: 

Name: Craig Gillespie


Title: Head Of Life & Alternative Credit Portfolio Management

Acknowledged and agreed, solely with respect to Section 2.15:

ASELLUS RECEIVABLES II LLC

DocuSigned by:

By: _____
Name: Steven W. Pasko
Title: President

ACUBENS IV LLC

DocuSigned by:

By: _____
Name: Steven W. Pasko
Title: President